

RESALE COMMON CARRIER SERVICE

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**TITLE SHEET**

**KENTUCKY**

**TELECOMMUNICATIONS TARIFF**

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications services provided by ITI Inmate Telephone, Inc. with offices at 4200 Industrial park Drive, Altoona, PA 16602.

This tariff applies for services furnished within the State of Kentucky. This tariff is on file with the Kentucky Public Service Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

Issued: 08/03/04

By:

James C. Faith, Vice President  
4200 Industrial Park Drive  
Altoona, Pennsylvania 16602

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
09/02/2004**

**PURSUANT TO 807 KAR 5:011**

Effective: 09/02/04

By  100  
Executive Director

## RESALE COMMON CARRIER SERVICE

## CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

PAGE	REVISION LEVEL	PAGE	REVISION LEVEL
1	Original	21	1 <sup>st</sup> Rev. *
2	1 <sup>st</sup> Rev.	22	Original
3	Original	23	Original
4	Original	24	Original
5	Original	25	Original
6	Original	26	Original
7	Original		
8	Original		
9	Original		
10	Original		
11	Original		
12	Original		
13	Original		
14	Original		
15	Original		
16	Original		
17	Original		
18	Original		
19	Original		
20	Original		

\* - included in this filing.

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RESALE COMMON CARRIER SERVICE

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**SYMBOLS**

The following are the only symbols used for the purposes indicated below:

- C** - To Signify Changed Regulation
- D** - Delete or Discontinue
- I** - Change Resulting In An Increase to A Customer's Bill
- M** - Moved From Another Tariff Location
- N** - New
- R** - Change Resulting In a reduction to A Customer's Bill
- T** - Change In Text or Regulation But No Change In Rate or Charge

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## TARIFF FORMAT

- A. **Page Numbering** - Page numbers appear in the upper right corner of the page. Pages are numbered sequentially. However, new pages are occasionally added to the tariff. When a new page is added between pages already in effect, a decimal is added. For example, a new page added between pages 14 and 15 would be 14.1.
- B. **Page Revision Numbers** - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current page version on file with the Kentucky PSC. For example, the 4th Revised Page 14 cancels the 3rd Revised Page 14.
- C. **Paragraph Numbering Sequence** - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:
- 2.
  - 2.1.
  - 2.1.1.
  - 2.1.1.A.
  - 2.1.1.A.1.
  - 2.1.1.A.1.(a).
  - 2.1.1.A.1.(a).I.
  - 2.1.1.A.1.(a).I.(i).
  - 2.1.1.A.1.(a).I.(i).(1).
- D. **Check Sheets** - When a tariff filing is made with the Kentucky PSC, an updated check sheet accompanies the tariff filing. The check sheet lists the page contained in the tariff, with a cross-reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (\*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS**

**Automated Collect Call** - A billing arrangement by which the charge for a call may be charged to the called party, provided the called party accepts the charges with a positive response. Automated Collect Calls are processed by an automated system rather than a liver operator.

**Collect Billing** - A billing arrangement whereby the originating caller may bill the charges for a call to the called party, provided the called party agrees to accept the charges.

**Commission** - Refers to the Kentucky Public Service Commission.

**Company or Carrier** - ITI Inmate Telephone, Inc., ("ITI") unless otherwise clearly indicated by the context.

**Correctional Institution** - Used throughout this Tariff to refer to prisons, jails, penal facilities or other institutions used for penalty purposes which contract with ITI for the provision of service for use by their Inmate population.

**Customer** - A person, firm, partnership, corporation or other entity which arranges for the Carrier to provide, discontinue or rearrange telecommunications services on behalf of itself or others; uses the Carrier's telecommunications services; and is responsible for payment of charges, all under the provisions and terms of this tariff. Includes the inmates of Correctional Institutions and parties who accept charges for calls placed from Correctional Institutions served by the Company.

**Inmates** - The confined population of Confinement Institutions who are the users of the Company's services. Responsibility for payment of the Inmates charges are the called party in the event of a Collect or Automated Collect Call, or the Inmate in the event of prepaid services.

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**SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS, (CONT'D.)**

**ITI** - Used throughout this Tariff to refer to ITI Inmate Telephone, Inc., ("ITI").

**LATA** - Local access and transport area. A geographic area established by the US District Court for the District of Columbia in Civil Action No. 17-49, within which a local exchange company provides communications services.

**LEC** - Local Exchange Company.

**Pay Telephone** - Telephone instruments provided by the Company, Customer, Aggregator or Institution for use by its guests, patrons, visitors, transient third parties or for use by inmates of confinement institutions.

Pay Telephones permit the user to place calls to other parties and bill such calls on a non sent-paid or sent paid-basis. To facilitate sent-paid calling, Pay Telephones can be equipped with a credit card reader, coin box, or similar device that allows charges to be collected for each call at the instrument.

**Subscriber** - Used throughout this Tariff to refer to Customers, Aggregators or Institutions which arrange for the Company to provide, discontinue or rearrange for telecommunication services on behalf of itself or others.

**Switched Access Origination/Termination** - Where access between the Customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the Customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

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## RESALE COMMON CARRIER SERVICE

## SECTION 2 - RULES AND REGULATIONS

**2.1 Undertaking of ITI Inmate Telephone, Inc.**

ITI's services and facilities are furnished for communications originating at specified points within the State of Kentucky under terms of this Tariff.

ITI provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. ITI may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the ITI services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

**2.2 Use**

**2.2.1** Services provided under this tariff may be used by the Customer for any lawful telecommunications purpose for which the service is technically suited.

**2.2.2** The services the Company offers shall not be used for any unlawful purpose or for any use as to which the Customer has not obtained all required governmental approvals, authorizations, licenses, consents and permits.

**2.2.3** The Company may require applicants for service who intend to use Company offerings for resale, shared and/or joint use to file a letter with the Company confirming that their use of Company offerings complies with relevant laws and the Commission's regulations, policies, orders, and decisions.

**2.2.4** A Customer may transmit or receive information or signals via the facilities of the Company. Company services are designed primarily for the transmission of voice-grade telephonic signals, except as otherwise stated in this tariff. A user may transmit any form of signal that is compatible with Company equipment, but the Company does not guarantee that its services will be suitable for purposes other than voice-grade telephonic communication except as specifically stated in this tariff.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.3 Liabilities of the Company**

**2.3.1** Company's liability for damages arising out of mistakes, interruptions, omissions, delays, errors, or defects in the transmission occurring in the course of furnishing service, and not caused by the negligence of its employees or its agents, in no event shall exceed an amount equivalent to the proportionate charge to the Customer for the period during which the aforementioned faults in transmission occur.

**2.3.2** Company shall be indemnified and held harmless by the Customer against:

Claims for libel, slander, or infringement of copyright arising out of the material, data, information, or other content transmitted by means of the Company's services.

All other claims arising out of any act or omission of the Customer in connection with any service provided by Company

**2.3.3** The Company shall not be liable for any claim, loss, or refund as a result of loss or theft of Debit Cards or Personal Account codes issued for use with the Company's services. Nor will the Company be liable for any claim, loss or refund on any unused balance remaining on a Debit Card provided to a Customer before or after the expiration date assigned to each Debit Account.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Payment for Service and Credit Regulations**

Terms of payment are subject to the rules of the PSC of Kentucky. Contested charges will be handled in accordance with 807 KAR 5:006, Section 9.

**2.4.1 Billing and Credit Regulations**

The charges for service are due when billed and are billed and collected by the Company or its authorized agent, or the connecting company from whose service point the messages were sent paid or at whose service point the messages were received collect.

**2.4.2 Payment for Service Regulations**

The Customer is responsible for payment of all charges for services, including charges for service originated or charges accepted at the Customer's service point.

- (A) Charges for direct dialed calls will be included on the originating party's bill pursuant to billing and collection agreements established by the Company or its intermediary with the applicable telephone company.
- (B) Any applicable federal, state and local use, excise, sales or privileges taxes or similar liabilities chargeable to or against the Company as a result of the provision or the Company's service hereunder to the Customer shall be charged to and payable by the Customer in addition to the rates indicated in this tariff.
- (C) The Customer shall remit payment of all charges to any agency authorized by the Company to receive such payment.
- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Payment for Service and Credit Regulations, (Cont'd.)****2.4.2 Payment for Service Regulations, (Cont'd.)**

- (D) If the bill is not paid within thirty calendar days following the mailing of the bill, the account will be considered delinquent.
- (E) A delinquent account may subject the Customer's service to temporary disconnection. The Company is responsible for notifying the Customer at least five calendar days before service is disconnected.
- (F) Failure to receive a bill will not exempt a Customer from prompt payment of any sum or sums due the Company.
- (G) The Company will not bill for unanswered calls in areas where Equal Access is available, nor will the Company knowingly bill for unanswered telephone calls where Equal Access is not available. In the event that an unanswered call is inadvertently billed due to the unavailability of Equal Access, the Company will cancel all such charges upon request or may credit the account of the Billed Party. Any call for which the billed duration exceeds one minute shall be presumed to have been answered.
- (H) In the event the Customer is overbilled, an adjustment will be made to the Customer's account and the Customer will be deemed to not owe overbilled amount. If the Customer is underbilled, the Customer is allowed to either pay in lump sum or in installments.

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## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

## 2.4 Payment for Service and Credit Regulations, (Cont'd.)

## 2.4.3 Verification of Credit

The Company reserves the right to validate the creditworthiness of Customers and billed parties through available verification procedures and to establish a maximum predetermined credit limit. Where a requested billing method cannot be validated or maximum credit limit established, the Company may refuse to provide service or otherwise restrict or interrupt service to a Customer. The Company may also refuse service for invalid telephone numbers, invalid calling card or commercial credit card numbers, refusal of a called party to accept responsibility for payment, failure to keep the outstanding balance due below the credit limit or any other circumstances which may prevent the Company from collecting the charges due for a call.

Service provided by the Company are available to inmates of confinement facilities in accordance with facility-authorized programs. The Company may request that the confinement facility adopt, as part of its program, terms that enable the Company to collect the charges for all inmate calls, including without limitation, the blocking of calls by the Company to certain telephone numbers when the amount charged to such telephone numbers when the amount charged to such a telephone number exceeds a predetermined amount or becomes past due.

## 2.4.4 Deposits

The Company does not normally require deposits. However the Company reserves the right to collect an amount not to exceed two (2) months estimated charges as a deposit from Customers whose credit history is unacceptable or unknown to the Company. Deposits, if collected, will be collected and maintained in accordance with Commission rules.

For services provided to inmates of confinement facilities, the Company may require a deposit from billed parties for charges which exceed a maximum credit amount predetermined by the Company based on the Customer's credit worthiness. The Customer may exceed this predetermined credit amount by first paying a deposit to the Company in an amount equal to the amount of additional credit authorization requested by the Customer.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Payment for Service and Credit Regulations, (Cont'd.)****2.4.5 Advance Payments**

The Company does not normally require advance payments for service. However, for Customers whom the Company determines an advance payment is necessary, ITI reserves the right to collect an amount not to exceed one (1) month's estimated charges as an advance payment for service. This will be applied against the next month's charges and a new advance payment may be collected for the next month, if necessary.

**2.4.6 Late Payment Charge**

A late fee of 1.5% per month may be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

**2.4.7 Return Check Charge**

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of this tariff and pursuant to Kentucky law and Commission regulations.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.4 Payment for Service and Credit Regulations, (Cont'd.)****2.4.8 Customer Complaints and/or Billing Disputes**

Customers have the right to refer billing disputes and any other complaints to Company at 4200 Industrial Park Drive, Altoona, Pennsylvania 16602, or via telephone by dialing 1-888-949-3303.

If the Customer and the Company are unable to resolve the dispute to their mutual satisfaction, the Customer may file a complaint with the Kentucky Public Service Commission in accordance with the Commission's rules of procedure. The address of the Commission is as follows:

Kentucky Public Service Commission  
211 Sower Boulevard  
Frankfort, KY 40602  
1-800-772-4636

**2.5 Taxes**

All federal excise taxes, and state and local sales, use, and similar taxes, are billed as separate line items and are not included in the quoted rates, unless otherwise provided in Section 4 of this tariff.

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## RESALE COMMON CARRIER SERVICE

## SECTION 2 - RULES AND REGULATIONS, (CONT'D.)

**2.6 Right to Backbill for Improper Use of the Company's Service**

Any person or entity that uses, appropriates or secures the use of service from the Company, whether directly or indirectly, in any unlawful manner or through the providing of any misleading or false information to the Company and which uses, appropriation, or securing of services is inconsistent with the stated uses, intents, and purposes of this tariff or any restrictions, conditions, and limitations stated herein, shall be liable for an amount equal to the accrued and unpaid charges that would have been applicable to the use of the Company's service actually made by Customer.

**2.7 Billing Entity Conditions**

When billing functions on behalf of the Company are performed by local exchange telephone companies, credit card companies or others, the payment conditions and regulations of such companies apply, including any applicable interest and/or late payment charges. In case of any disputed charges that cannot be resolved by the billing company, the Billed Party may contact the Company directly. If there is still a disagreement about the disputed amount after investigation and review by the Company or other service provider, the Billed Party has the option to pursue the matter with the appropriate state commission and/or the Federal Communications Commission.

**2.8 Compliance with Regulatory Requirements**

The Company reserves the right to discontinue service, limit service, or to impose requirements on Customers as required to meet changing regulatory rules and standards of the PSC of Kentucky.

**2.9 Interconnection**

The Company reserves the right to interconnect its services with those of any Other Common Carrier, Local Exchange Carrier, or alternate access provider of its election, and to utilize such services for the provision of services offered herein.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.10 Denial of Access to Service by the Company**

The Company expressly retains the right to deny access to service without incurring any liability for any of the following reasons:

- 2.10.1** Nonpayment of any sum due for service provided hereunder, where the Customer's charges remain unpaid more than ten (10) days following notice of nonpayment from the Company. Notice shall be deemed to be effective upon mailing of written notice, postage prepaid, to the Customer's last known address;
- 2.10.2** Customer's acts or omissions that constitute a violation of, or a failure to comply with, any regulation stated in this tariff governing the furnishing of service, but which violation or failure to comply does not constitute a material breach or does not pose any actual threatened interference to the Company operations or its furnishing of service. The Company agrees to give Customer ten (10) days notice of such violation or failure to comply prior to disconnection of service; or
- 2.10.3** The implementation of any order of a court of competent jurisdiction, or federal or state regulatory authority of competent jurisdiction, prohibiting the Company from furnishing such service; or
- 2.10.4** Failure to pay a previously owed bill by the same Customer at another location.

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**SECTION 2 - RULES AND REGULATIONS, (CONT'D.)****2.11 Customer's Liability in the Event of Denial of Access to Service by the Company**

In the event a Customer's service is disconnected by the Company for any of the reasons stated in Section 2.13, the Customer shall be liable for all unpaid charges due and owing to the Company associated with the service.

**2.12 Reinstitution of Service**

The Company will reconnect service upon Customer request as soon as the reason for the Customer's termination is removed. If the Customer seeks reinstitution of Service following denial of service by the Company, the Customer shall pay to the Company prior to the time service is reinstituted (1) all accrued and unpaid charges, but there will be no charge for the service restoration.

**2.13 Credit Allowances for Interruption of Service**

Credit allowances for interruptions of service are limited the initial minimum period charge incurred to re-establish the interrupted call.

**2.14 Inspection, Testing and Adjustment**

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for tests and adjustments as may be deemed necessary by the Company for maintenance. No interruption allowance will be granted for the time during which such tests and adjustments are made when the interruption is less than twenty-four consecutive hours.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES**

**3.1 General**

ITI provides direct dialed one plus, toll free inbound, and operator services for communications originating and terminating within the State of Kentucky under terms of this tariff.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.2 Timing of Calls**

- 3.2.1** Timing for all calls begins when the called party answers the call (i.e. when two-way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2** Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.2.3** The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.
- 3.2.4** The Company will not bill for incomplete calls.

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)**

**3.3 Rate Periods**

The Company does not rate calls based on time of day rate periods.

**3.4 Distance/Mileage**

The Company does not rate calls based on mileage bands or distance.

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## SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

## 3.5 Public Telephone Surcharge

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. This surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Public Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol). Whenever possible, the Public Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Public Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone. The Public Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Per Call Charge: \$0.60 (I)

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## RESALE COMMON CARRIER SERVICE

## SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)

**3.6 Institutional Operator Assisted Calling**

Institutional operator assisted service allows Inmates to place Collect Calls through an automated call processing system. The call processing system prompts the Inmate and the called party such that the call is completed without live operator assistance. Calls are placed on a collect-only basis to the called party.

A number of special blocking and screening capabilities are available with institutional operator services provided by ITI. These capabilities allow Institutions to control Inmate access to telecommunications services, reduce fraudulent use of the Company's services, and eliminate harassing calls to persons outside the Institution.

For services provided to Inmates of Institutions, the following special conditions apply:

- a. Calls to "900", "976" or other pay-per-call services are blocked by ITI.
- b. At the request of the Institution, ITI may block inmate access to toll-free numbers (e.g., 800, 888) and dialing sequences used to access other carriers or operator service providers (e.g., 950-XXXX, 10XXXX).
- c. At the request of the Institution, ITI may block Inmate access to "911", "411", or local operators reached through "0-" dialing.
- d. At the request of the Institution, ITI may block Inmate access to specific telephone numbers.
- e. Availability of ITI's services may be restricted by the Institution to certain hours and/or days of the week.

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RESALE COMMON CARRIER SERVICE

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.6 Institutional Operator Assisted Calling, (Cont'd.)**

- f.** At the request of the Institution, no notices or signage concerning the Company's services will be posted with its instruments. Information concerning ITI's services is provided to the administration of each Institution where the Company's services are offered. Inmates may obtain information regarding rates and charges by requesting such information from the Institution's administration.
- g.** At the request of the Institution, ITI may impose time limits on local and long distance calls placed using its services.
- h.** At the request of the Institution, equipment may be provided which permits monitoring of inmate calls by legally authorized government officials.

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RESALE COMMON CARRIER SERVICE

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**SECTION 3 - DESCRIPTION OF SERVICE AND RATES, (CONT'D.)****3.6 Institutional Operator Assisted Calling, (Cont'd.)****3.6.1 Local Rates and Charges**

- A. A usage charge of \$0.35 applies to each local call placed by the End User.
- B. A per call charge applies in addition to usage for each local collect-only operator assisted call.

Per Call Charge: \$1.50

**3.6.2 IntraLATA / InterLATA Rates and Charges**

The following rates and charges apply to non-local calls placed by inmates of confinement institutions. Service is billed in one (1) minute increments following and initial one (1) minute billing period.

**A. IntraLATA / InterLATA Usage Rates:**

IntraLATA Per Minute Rate: \$0.2300  
InterLATA Per Minute Rate: \$0.2800

**B. Per Call Service Charges:**

Per Call Rate: \$1.50

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RESALE COMMON CARRIER SERVICE

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**SECTION 4 - PROMOTIONS****4.1 Promotions - General**

From time-to-time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with the Commission prior to offering them to Customers.

**4.2 Demonstration of Calls**

From time-to-time the Company shall demonstrate service by providing free test calls of up to four (4) minutes duration over its network.

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**SECTION 5 - CONTRACT SERVICES****5.1 General**

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

All contracts must be filed with the Commission.

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